

**TEMPORARY EASEMENT CONTRACT
RIGHT OF ENTRY**

PROPERTY ADDRESS:

COUNTY _____

GRANTOR(s) (Owner and/or Landlord): _____, _____

THIS AGREEMENT made and entered into this ____ day of _____ month, _____ year,
by and between the Grantor and the City of West Des Moines, Iowa (City).

Grantor grants to City a temporary right-of-entry upon Grantor's real estate, hereinafter referred to as the premises, for purposes of having the City's **employees**, contractors, agents, or **volunteers** provide snow removal, lawn care, and other limited exterior services free of charge for low income seniors and disabled individuals as part of the City's Human Services Handyman Program. The City is providing this benefit to the Grantor or to a tenant on the Grantor's property through this Human Services' Handyman Program.

Grantor hereby agrees to release, hold harmless, and indemnify City, its officers, employees, agents, representatives, and contractors from and against any and all claims or demands for liability, loss, damage, costs, expenses, or attorney's fees of any kind for actions or omissions attributable to City arising out of or in connection with the free snow removal, lawn care, and other limited exterior services provided by the Human Services' Handyman Program.

It is agreed that the temporary right-of-entry granted by this agreement shall be limited to the snow removal, lawn care, and other limited exterior services provided, and shall terminate once these services are no longer needed.

This written agreement constitutes the entire agreement for temporary right-of-entry between Grantor and City and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Grantor states and warrants to Grantor's best information and belief that there are no conditions that exist on the premises described herein that would restrict City's ability to perform the snow removal, lawn care, and other limited exterior services. Grantor shall be responsible for timely disclosing any such conditions to City.

Grantor acknowledges and agrees that Grantor's possesses the requisite authority to sign this document as a property owner or on behalf of the property owner.

GRANTOR(s) (Owner and/or Landlord):

_____ (Print name) _____ (Signature)

_____ (Print name) _____ (Signature)